

Exhibit 2

1017-75663

7011 2970 0004 1188 0702

CHRIS DANIEL
HARRIS COUNTY DISTRICT CLERK
P.O. Box 4651
HOUSTON, TEXAS 77210-4651

Postage
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees \$

Quanta Government Services Inc
By serving through its registered agent
Corporation Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701

Postmark
JAN 2 2013
2012-75663

Sent
Street
or PO
City, &
PS Fee

Instructions

FILED

Chris Daniel
District Clerk

JAN 03 2012

2013

Time: _____
Harris County, Texas

By _____
Deputy

FILED

Chris Daniel
District Clerk

JAN 3 2013

Time: _____
Harris County, Texas

By _____
Deputy



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this March 25, 2014

Certified Document Number: 56389898 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

12-75663

7011 2970 0004 1188 0726

CHRIS DANIEL
HARRIS COUNTY DISTRICT CLERK
P.O. Box 4651
HOUSTON, TEXAS 77210-4651

Postage
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 7.00

Quanta Government Solutions Inc (d/b/a Quanta Services Inc)
By serving through its registered agent
Corporation Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701

2012-75663

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FILED

Chris Daniel
District Clerk

JAN 3 2013

Time: _____

Harris County, Texas

By _____

Deputy

FILED

Chris Daniel
District Clerk

JAN 03 2012-2013

Time: _____

Harris County, Texas

By _____

Deputy



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this March 25, 2014

Certified Document Number: 56389899 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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2012-75663

7011 2970 0004 1188 0719

CHRIS DANIEL 333 R
COURT
HARRIS COUNTY DISTRICT CLERK
P.O. BOX 4651
HOUSTON, TEXAS 77210-4651

Postage	\$ 1.72
Certified Fee	\$ 2.45
Return Receipt Fee (Endorsement Required)	\$ 2.12
Restricted Delivery Fee (Endorsement Required)	\$ 1.20
Total Postage & Fees	\$ 7.50

Quanta Services Inc (d/b/a Quanta Services Inc)
By serving through its registered agent
Corporation Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701

Postmark
2012-75663

Instructions

FILED
Chris Daniel
District Clerk

JAN 03 2012

Time: 1-3-13
Harris County, Texas

By Deputy

FILED
Chris Daniel
District Clerk

JAN 3 2013

Time: Harris County, Texas

By Deputy



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
this March 25, 2014

Certified Document Number: 56389900 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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1012-75663

7011 2970 0004 1188 0696

CHRIS DANIEL 33340
HARRIS COUNTY DISTRICT CLERK
P.O. Box 4651
HOUSTON, TEXAS 77210-4651

Postage
Certified Mail
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees \$ 7.00

2013
Mark Here
2012 75663

Quanta International Limited (d/b/a
Quanta Services Inc)
By serving through its registered agent
Corporation Service Company
211 E. 7th Street, Suite 620
Austin, Texas 78701

Sen
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City
PS

Instructions

FILED
Chris Daniel
District Clerk

JAN 03 2012
1-3-2013

Time: _____
Harris County, Texas
By _____ Deputy

FILED
Chris Daniel
District Clerk

JAN 3 2013

Time: _____
Harris County, Texas
By _____ Deputy



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
this March 25, 2014

Certified Document Number: 56389917 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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CAUSE NO. 201275663

RECEIPT NO. 452178
12-31-201270.00 CO1
TR # 72859855PLAINTIFF: DEVANEY, PATRICK O II
vs.
DEFENDANT: QUANTA SERVICES INCIn The 333rd
Judicial District Court
of Harris County, Texas
333RD DISTRICT COURT
Houston, TX

CITATION

THE STATE OF TEXAS
County of HarrisENTERED
S.F.FILED
Chris Daniel
District ClerkTO: COLSON, JOHN R
MAY BE SERVED AT 106 N WYNDEN ESTATES COURT HOUSTON TEXAS 77056
OR WHEREVER HE MAY BE FOUND
4029 SOUTHWESTERN STREET HOUSTON TX 77005Time: Jan 15 2013
By: [Signature]
DeputyAttached is a copy of PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR ACCOUNTINGThis instrument was filed on the 31st day of December, 2012, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 2nd day of January, 2013, under my hand and seal of said Court.

Issued at request of:
BREITBEIL, KENNETH R.
1331 LAMAR, SUITE 1250
HOUSTON, TX 77010
Tel: (713) 590-9330
Bar No.: 2947690CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM/YSW/9465371

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock _____ .M., on the _____ day of _____,

Executed at (address) _____ in

_____ County at _____ o'clock _____ .M., on the _____ day of _____,

_____, by delivering to _____ defendant, in person, a true copy of this Citation together with the accompanying _____ copy(ies) of the _____ Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____,

Fee: \$ _____

FILED

Chris Daniel
District Clerk

JAN 15 2013

_____ of _____ County, Texas

Certified Document Number: 54471765 Page 1 of 24

Time: _____ By _____ Deputy
Affiant _____ By _____ Deputy
Harris County, Texas

On this day, _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____

1/07/13 6:22 PM V. [Signature]

Notary Public

N.INT.CITRP

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

CAUSE NO. 201275663

Delivery this _____ day of _____, 20____

Alan Rosen, Constable
Precinct #1, Harris County

By _____ Deputy CO1

RECEIPT NO. 452178
12-31-2012

70.00 TR # 72859855

PLAINTIFF: DEVANEY, PATRICK O II
vs.

DEFENDANT: QUANTA SERVICES INC

In The 333rd
Judicial District Court
of Harris County, Texas
333RD DISTRICT COURT
Houston, TX

CITATION

THE STATE OF TEXAS
County of HarrisTO: COLSON, JOHN R
MAY BE SERVED AT 106 N WYNDEN ESTATES COURT HOUSTON TEXAS 77056
OR WHEREVER HE MAY BE FOUND
4029 SOUTHWESTERN STREET HOUSTON TX 77005Attached is a copy of PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR ACCOUNTINGThis instrument was filed on the 31st day of December, 2012, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

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BREITBEIL, KENNETH R.
1331 LAMAR, SUITE 1250
HOUSTON, TX 77010
Tel: (713) 590-9330
Bar No.: 2947690CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM/YSW/9465371

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock _____ .M., on the _____ day of _____, _____.

Executed at (address) _____ in

_____ County at _____ o'clock _____ .M., on the _____ day of _____,

_____, by delivering to _____ defendant, in person, a true copy of this Citation together with the accompanying _____ copy(ies) of the _____ Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____, _____.

Fee: \$ _____

_____ of _____ County, Texas

Affiant

By _____ Deputy

On this day, _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, _____.

Notary Public

Cause No. 2012-

PATRICK O. DEVANEY, II and
TRIDENT VENTURES, INC,

Plaintiffs,

VS.

QUANTA SERVICES, INC.; QUANTA
GOVERNMENT SOLUTIONS, INC.;
QUANTA GOVERNMENT SERVICES,
INC.; QUANTA INTERNATIONAL
LIMITED; and JOHN R. COLSON,

Defendants.

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR ACCOUNTING

TO THE HONORABLE COURT:

Plaintiffs, Patrick O. Devaney, II and Trident Ventures, Inc., file this Original Petition and Request for Accounting complaining of Defendants Quanta Services, Inc., Quanta Government Solutions, Inc. ("QGS"), Quanta Government Services, Inc., Quanta International Limited ("QIL") and John R. Colson ("Colson") (collectively "Quanta" and/or "Defendants"), and for cause would show:

DISCOVERY CONTROL PLAN

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, discovery is intended to be conducted under Level 3.

OVERVIEW

2. This case concerns the concerted conduct of the Quanta Defendants to cut

Plaintiff Patrick Devaney¹ out of his rightful share of the substantial revenue and value that he brought to the Quanta companies and shareholders, including the CEO and Chairman John Colson. Since going public in 1998, Quanta specialized in infrastructure construction, upgrade and maintenance services in the electric power and telecommunications industries. But in approximately 2003, with its focus thus far limited to North America, Quanta decided it wanted to expand into the international arena where nation-rebuilding projects offered opportunities for lucrative contracts and subcontracts with foreign governments, the United States government, and large general contractors. Devaney had what Quanta needed to lead in this new direction. He is a decorated former Navy SEAL and Special Operations commander² with a strong financial and management background and an established residence in the Middle East, together with U.S. government and Middle East contacts whose trust he had earned from years of service. Defendant Colson enticed Devaney to join forces with Quanta in 2004, with the promise that Devaney would organize and lead Quanta's new government and international services companies, and that he would receive the benefits that go with such a position. Devaney trusted Colson and Quanta to honor their actions and words.

3. Devaney accepted the mission, ceased operations of his own company – Trident Ventures, Inc. - which had a similar government and international focus, and spent the next seven years of his life creating, marketing and operating Quanta Government Solutions (“QGS”) and Quanta International Limited (“QIL”). Through Devaney’s efforts, QGS, QIL and affiliated entities generated dozens of millions of dollars in revenues for themselves or other Quanta

¹ References herein to Mr. Devaney include his company, Trident Ventures, Inc.

² Devaney was awarded The Presidential Unit Citation with Bronze Star (twice), the Bronze Star, the Joint Service Commendation with Oak Leaf, and the Navy and Marine Corp Commendation with Bronze Star for his extraordinary commitment and service to this Country.

entities, with hundreds of millions of dollars of additional venture opportunities brought to bear by Devaney prior to his "termination" in 2012.

4. There was one problem. Despite being formally held out as the President of QGS and QIL to U.S. and foreign government officials and private contractors, Quanta never actually provided Devaney the promised position and benefits. Devaney was left with obtaining payment for his services and those of his employee in Kuwait as a *per diem* "consultant." In early 2012, after using Devaney for all they could, and with the Quanta government and international services entities poised for further success, Colson's crony told Devaney that he was no longer needed, terminated Quanta's relationship with him, and took over control of the companies from him. None of this would have happened to Devaney had the Quanta Defendants, including Colson, made good on their promises to not merely use Devaney as their de facto president and hold him out as such to the government and international community for their selfish business purposes, but to actually compensate him as a partner in their ventures.

5. Devaney sues for the fraud, breaches of duty and other wrongful conduct that the Defendants have perpetrated on him, and for the damages resulting from that conduct including lost compensation and other benefits, as well as for the damages that this conduct has caused to his career.

PARTIES

6. Plaintiff Patrick O. Devaney, II is an individual residing in California.
7. Plaintiff Trident Ventures, Inc. is a Nevada company operated by Patrick Devaney.

8. John Colson is a resident of Harris County, Texas and may be served with process at 106 N. Wynden Estates Court, Houston, Texas 77056, or 4029 Southwestern Street, Houston, Texas 77005, or wherever he may be found.

9. Quanta Services Inc. is a publicly traded Delaware corporation ("PWR" on the NYSE) headquartered in Harris County, Texas, at 2800 Post Oak Blvd., Suite 2600, Houston, Texas 77056, and may be served with process by and through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

10. Quanta Government Services, Inc. is a Delaware corporation headquartered in Harris County, Texas, at 2800 Post Oak Blvd., Suite 2600, Houston, Texas 77056, and may be served with process by and through its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

11. Quanta Government Solutions, Inc. is currently d/b/a Quanta Services Inc., a Delaware corporation headquartered in Harris County, Texas at 2800 Post Oak Blvd., Suite 2600, Houston, Texas 77056, and may be served with process by and through its registered agent, Corporation Service Company at 211 E. 7th Street, Suite 620, Austin, Texas 78701.

12. Quanta International Limited is currently d/b/a Quanta Services Inc. as part of their Philippines Division, is a British Virgin Islands entity headquartered in Harris County, Texas at 2800 Post Oak Blvd., Suite 2600, Houston, Texas 77056, and may be served with process by and through the registered agent of Quanta Services Inc., Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

JURISDICTION AND VENUE

13. Venue is proper in Harris County, Texas, pursuant to § 15.001 et seq., TEX. CIV. PRAC. & REM. CODE, because the Quanta Defendants are located in Harris County and all or a substantial part of the events made the subject of this suit occurred in Harris County, Texas.

FACTS

14. This case concerns the concerted conduct of the Quanta Defendants to cut Plaintiff Patrick Devaney, acting individually and through his company Trident Ventures, Inc. (collectively "Devaney"), out of a rightful share of the substantial revenue and value that Devaney brought to the Quanta companies and shareholders, including the CEO and Chairman of Quanta, John Colson.

15. Leading up to the creation of Quanta in November 1997, Colson was president and the majority owner of Par Electrical. At the time Colson sold Par Electrical to form Quanta and take it public, Par had approximately \$80 million in annual sales and a very small profit margin. Colson personally retained approximately 2.1 million shares of Quanta's stock in the transaction that effectively transferred his personal financial interest from Par to Quanta. Along the way, Quanta acquired numerous local electrical and telecom contractor companies and entered into two strategic investment partnerships, one with Enron and a second with Utilicorp/Aquila which was Par/Colson's long-time customer. In the ensuing years, Enron went bankrupt and Utilicorp purchased Enron's shares of Quanta in a private transaction making Utilicorp the largest single shareholder in Quanta.

16. As Quanta's largest shareholder, Utilicorp became dissatisfied with Quanta's performance. Starting in approximately 2001, Utilicorp announced its intention to take over the

management of Quanta. In response, Quanta's Board adopted "poison pill" tactics that would result in any change in management control making any take over more expensive to Utilicorp.

17. After staving off Utilicorp's takeover bid, Quanta's stock value plummeted in 2002. Quanta's stock value and low profitability put the company in jeopardy. Quanta lost its auditor, Arthur Anderson, to bankruptcy. The new auditor, Price Waterhouse Coopers, made Quanta write off hundreds of millions of dollars of goodwill (meaning Quanta had overpaid for the North American companies) and had difficulties with Quanta's prior financial statements. Quanta's value had dropped from over \$4 billion to about \$220 million. The company effectively lost its lifeline to new cost-effective financing that it needed to sustain operations, and its cash position dwindled to dangerously low levels. The value of executive stock plans in Quanta had dropped dramatically as well.

18. In approximately 2003, Quanta made the strategic decision to expand its labor intensive business -- which focused on infrastructure construction, upgrade and maintenance services in the electric power and telecommunications industries -- into more profitable work involving U.S. government contracts and infrastructure building (or re-building) projects in the Middle East among other places. This decision was made following the initial thrust of the post-Iraq invasion, when the U.S. also was getting involved in plans to rebuild infrastructure in Iraq and other countries in the region, as well as Africa, which would involve significant government contract work. Quanta saw this as a potentially new and lucrative opportunity, but also knew that Quanta needed an outsider who had the credibility to give Defendants access to these commercial opportunities (which in turn, would appease concerns among the Board of Directors about Quanta's dwindling domestic business). So, by the fourth quarter of 2003 Defendants established a new entity, Quanta Government Solutions ("QGS"), which would later become one

of the government and international services vehicles which Devaney operated to the benefit of most all the Quanta companies.

19. However, prior to Devaney's collaboration with Quanta, from November 2003 to April 2004, Quanta incurred approximately \$1.5 million in losses associated with unsuccessful government contract bidding. Quanta's entire approach to U.S. government contracting, particularly offshore, was ineffective and overly costly. This prompted Colson to personally ask Oliver North to recommend an individual capable of procuring and delivering the contracts Defendants so badly wanted. Oliver North was a guest speaker at Quanta's annual gathering of its senior management and presidents of the 80+ companies it owned. North consulted about this request with Duane Clarridge, who was the founding director of the CIA's Counterterrorist Center, and also General Wayne Downing, the former head of U.S. Special Operations. Following that, Patrick Devaney was recommended as the man who could lead Quanta in their government and international contract endeavors.

20. Acting on that recommendation, Defendant Colson enticed Devaney to join forces with Quanta in 2004. Devaney had a skill set that Quanta desperately needed for its new government and international focus. He was a decorated Navy SEAL and special operations commander with a strong financial and management background and an established residence in the Middle East, together with U.S. government and Middle East contacts whose trust he had earned from years of service. Beginning in early 2004, Devaney spent the next 7 years of his life organizing and developing two of Quanta's newest companies - - Quanta Government Solutions (and Services, Inc.) and Quanta International Limited. In return, the parent company, Quanta Services, Inc., and Colson promised Devaney that he would be the president of and lead the

government and international subsidiaries of Quanta, which would operate separately, and that Devaney would receive the benefits and equity interests that go with such a venture.

21. Consistent with these promises, Devaney ceased operation of his own company that had a similar government and international focus, Trident Ventures, and beginning in 2004 oversaw the organization and operations of Quanta's government and international services entities. Devaney hired employees and drafted policies for these new companies. Devaney maintained his existing residence in Kuwait to take advantage of business opportunities for Quanta, and that address was used as the business addresses of the Quanta government solutions and international services entities as well. Quanta issued business cards to Devaney that identified him as President of Quanta Government Solutions and Quanta International, Ltd., and Devaney was regularly held out as such to U.S. and foreign government officials. Devaney attended and made presentations at Presidents' meetings with Colson and the heads of other Quanta companies. Organizational charts identified Devaney as the President of Quanta Government Solutions and Quanta International, and Devaney reported directly to John Colson as the Chairman and CEO of the parent company, Quanta Services, Inc. ("PWR" on the NYSE).

22. Colson was a founder of Quanta Services and, by 2004, had become the face and undisputed leader of the company. Devaney quickly developed a close business and personal relationship with Colson. They traveled to various parts of the world and made marketing presentations together. Colson openly acknowledged and introduced Devaney as the President of Quanta Government Solutions and Quanta International. With that title, Devaney opened doors for Colson and the Quanta Services brand and technology/know-how to U.S. government and foreign leaders and dignitaries. Colson held Devaney out as a principal in third-party negotiations and presentations abroad. Devaney shared his business plans and strategies with

Colson and others senior management at Quanta, as well as to the Board of Directors. Among other things, Colson knew that Devaney had taken the plans and strategies that he had for Trident Ventures and redirected them, and his own energies and talents, to the development of Quanta Government Solutions and Quanta International. Because Devaney was now operating through Quanta, he spent 2004 and the years after focusing on procurement of government and foreign contracts that the Quanta Defendants falsely claimed they had the financial wherewithal to handle (as opposed to the broader range of projects that Devaney had planned to execute through his company Trident). Through all of this, Colson continued to promote Devaney as the President and leader of Quanta Government Solutions and Quanta International internally to Quanta and externally to Devaney's contacts and clients. In short, Colson fostered and encouraged the confidential relationship and/or venture partnership that developed and continued between Devaney and the Quanta Defendants through the years.

23. There was one problem. Quanta never expected nor intended that the collaboration, via Devaney's leadership, would so quickly become the unique and enormous source of high margin business that Quanta wanted. The prospective contracts and ventures that Devaney originated totaled hundreds of millions of dollars which, if closed, would have subjected other aspects of Quanta's business practices to scrutiny under federal law and/or would have violated loan covenants. Apparently to avoid that scrutiny, or for other reasons never explained to Devaney, Quanta jettisoned some of the largest and most public opportunities that it had enlisted Devaney to procure both at home and abroad. Quanta concealed from Devaney its need to keep secret certain aspects of its business practices or debt structure, without regard for Devaney or his business relationships.

24. Consistent with the false and deceptive promises and commitments that were made to him by the Defendants, and not knowing that there was something about Quanta's debt structure or business practices that kept Quanta from closing on contracts that involved significant financial outlays, Devaney produced on his end of the bargain. Devaney generated government and international contracts and business opportunities for the Quanta companies that totaled dozens of millions of dollars in actual business, with the potential for more. Examples of some of the successes and opportunities that Devaney was instrumental in bringing about, or assisted in bringing about, for the Quanta Defendants include:

- U.S. government subcontract for U.S. Air Force global indefinite delivery indefinite quantity Heavy Engineering Repairing Construction ("HERC");
- Energy services contract performed in Chad, Africa with Kellogg Brown & Root and Exxon Mobil;
- Consulting contract for smart grid in Karachi, Pakistan;
- Energized upgrade contract with City Power in South Africa, in advance of the 2010 World Cup;
- Joint venture with Edison Power Group in South Africa and pan-Africa;
- Hydrant refueling system contract at Andrews Air Force Base;
- Obtained hundred of work visas on short notice to import Canadian union linemen for restoration work following Hurricane Katrina in 2005, and other similar projects since then;
- Secured compartmented information facility contract as subcontractor to Alutiiq;
- Subcontracting and small business compliance on Rochester Gas & Electric and PG&E contracts with Quanta subsidiaries;
- Field services for DynMcDermott on strategic petroleum reserves;
- Developed specifications for NPSI Network, with Department of Energy as client;

- Underground construction in a joint venture with Nova Group involving upgrading the Navy Fuel Supply System at Point Loma, with U.S. Navy as client;
- Subcontractor to BWXT for upgrade of electrical system at Pantex River, where client was Department of Energy;
- Subcontract for upgrade to North Island Air Station fuel system, where client was U.S. Navy;
- Underground construction project to upgrade Andrews Air Force Base fuel system;
- Other contracts or subcontracts awarded where clients were U.S. Department of Housing & Urban Development, U.S. Navy, and U.S. Forest Service; and
- Provided estimates and/or secured contract commitments for large projects in Kuwait, India, Saudi Arabia, and Iraq.

The revenue to Quanta and its shareholders from the projects that went forward exceed \$100 million (not to mention the projects that Quanta nixed).

25. Devaney spent years successfully executing the mission that brought him to Quanta, even though it was ultimately based on the empty promises of Colson and others to treat and compensate him internally in the same way as they held him out externally – as the head of the entities that Devaney had come to define. In early 2012, after using Devaney for all they could, and with the Quanta government and international services companies poised for further successes, Colson's crony told Devaney that he was no longer needed, terminated Quanta's relationship with him, and took over executive control of the companies from him. None of this would have happened to Devaney had the Quanta Defendants, including Colson, made good on their promises to Devaney to not merely use him as the chief of their government services and international businesses and hold him out as such to the government and international

community for their selfish business purposes, but to actually compensate him as a principal in their ventures.

26. Devaney sues for the fraud and other wrongful conduct that the Defendants have perpetrated on him (as well as on Trident Ventures, Inc.), and for the damages resulting from that conduct including the damages that this conduct has caused to his career.

DISCOVERY RULE

27. Devaney did not know or have reason to know, in the exercise of reasonable diligence, of Defendants' wrongful acts or omissions herein described until a date well within two years of the filing of this lawsuit. Moreover, Defendants' deceptive and misleading communications to Devaney amounted to a fraudulent concealment of their earlier wrongful acts or omissions herein described, and prevented Devaney from knowing or having reason to know, in the exercise of reasonable diligence, of Defendants' wrongful acts or omissions which proximately caused damages to Devaney. Devaney pleads the Discovery Rule as an exception to any claim of limitations by Defendants.

CONDITIONS PRECEDENT

28. All conditions precedent to Plaintiffs' claims and damages, or other relief requested have been performed or have occurred.

CAUSES OF ACTION AND REQUESTS FOR RELIEF

I.

FRAUD, FRAUD IN THE INDUCEMENT AND PROMISSORY FRAUD

29. All preceding allegations are incorporated herein by reference.

30. Defendants' conduct as described above constitutes fraud, fraud in the inducement and/or promissory fraud (collectively called "fraud"). In this regard, Defendants represented to Devaney that in return for him dedicating his efforts to the development and

growth of the Quanta government and international services companies, Devaney would be the president and the head of those companies and would receive the benefits and equity rights that go with such a position. Defendants acted and continued to make these statements, both to Devaney and others, in conformity with these promises and representations. Defendants made these representations knowing that they were false and material, and intending that they would be relied upon by Devaney to his detriment, which they were. Moreover, Defendants concealed this fraudulent conduct from Devaney, and/or misled Devaney as to the true state of facts, when they were under a duty to disclose the truth.

31. Defendants' motive for this conduct is obvious. For every dollar that they can avoid paying Devaney, Defendants or their affiliates and officers stand to gain a dollar in profits or compensation. This fraud has allowed Defendants to enrich themselves by many millions of dollars, and will generate many more millions of dollars of ill-begotten gains in the future given the contacts and inroads that Devaney was able to make for Defendants while he served their interests. In sum, by their actions and concealment when they were under a duty to disclose, Defendants' conduct was fraudulent and/or malicious, and it was designed in whole or in part to enrich themselves or their affiliates at the expense of Devaney. Defendants' fraud proximately caused actual damages to Devaney.

II. FRAUD BY NONDISCLOSURE

32. All preceding allegations are incorporated herein by reference.

33. In addition to the foregoing, once the relationship between Devaney and Quanta had matured and Devaney was performing in good faith based on the promises that had been made, Defendants intentionally concealed material facts from Devaney, including Defendants' plan for Colson and others to take over QGS and QIL and leave Devaney with nothing.

34. The Quanta Defendants knew Devaney was not privy to all financial information and operational costs of Quanta. If Quanta would have disclosed their intentions, Devaney would have sought a proper dissolution of their relationship in an attempt to mitigate the damages caused by Quanta's dishonesty and illusory promises. Colson and the other Defendants had many opportunities to disclose the "reality" to Devaney but chose not to. Devaney justifiably relied on Defendants' deliberate silence.

III. BREACHES OF FIDUCIARY DUTY

35. All preceding allegations are incorporated herein by reference.

36. An informal confidential fiduciary relationship of trust and loyalty developed and existed between Devaney and the Quanta Defendants, encouraged and fostered by Colson to whom Devaney reported directly. Additionally or alternatively, a partnership and/or joint venture relationship developed between Devaney and Defendants involving the operations of QGS and QIL, from which "formal" fiduciary duties arose. Either way, or both ways, Colson and Quanta had an obligation of the utmost good faith, fairness and honesty in their dealings with Devaney with respect to matters pertaining to their mutual business and opportunities.

37. Defendants breached their fiduciary duties owed to Devaney by, among other things, misleading him into devoting his time and skills toward growing Quanta Government Services and Quanta International, and developing business for other Quanta entities, while Defendants knew that they would not provide him with the benefits and position that had enticed Devaney to Quanta in the first place. Defendants' breaches of fiduciary duties damaged Devaney by depriving him of fair compensation for his services and extended dedication, at the sacrifice of a significant part of his post-military business career, and benefitted Defendants by allowing them to profit greatly from the contracts and business opportunities that Devaney

helped to bring about. Defendants also failed to account to Plaintiff for their withdrawals and/or diversion of assets from under Devaney's control within QGS and QIL, in furtherance of other Quanta businesses from which they could exclude Devaney. Devaney seeks to recover the damages caused by this conduct, and also seeks the forfeiture and/or disgorgement of Defendants' profits resulting from this conduct.

38. Additionally and/or in the alternative, Colson and the other Quanta Defendants are liable for defalcation (i.e., a willful neglect of duty based on a recklessness standard) to the parties' venture for failing to follow through with the opportunities obtained by Devaney on behalf of Quanta. These duties were non-dischargeable fiduciary duties owed to Devaney.

IV. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS AND BUSINESS DISPARAGEMENT

39. All preceding allegations are incorporated herein by reference.

40. Defendants' tortious interference with business relations and business disparagement of Devaney proximately caused actual damages to Devaney.

41. For business and/or debt structure reasons that were never disclosed to Devaney, Quanta and Colson failed to perform and/or was incapable of performing on a number of the contracts that Devaney was instructed to procure. This conduct by the Quanta Defendants damaged Plaintiff's exclusive and valuable ongoing and prospective business relationships with top-level domestic and foreign agents and governing officials.

42. As a result of Quanta and Colson's conduct, Defendants intentionally and/or improperly interfered with Plaintiff's existing and prospective contractual relations by preventing Plaintiff from acquiring and continuing relationship with a number of parties, including the following:

- Alutiiq
- American Friends of the Royal Hospital Chelsea - Prime Minister Scholars
- Blue Tech
- Asiakonstrukt – (Philippines)
- Exxon Mobil / Halliburton / KBR – Chad
- Iraq Ministry of Communications
- Emaar Group – Iraq
- Coalition Provisional Authority – Iraq
- Halliburton / KBR – Iraq
- Kuwait Ministry of Electricity and Water
- Kuwait Oil company
- Zain Telecommunications – Kuwait
- METCO (Kuwait)
- Karachi Electric Supply Co. / Noor Investments
- Zain Telecommunications – Bahrain
- Saudi Aramco
- Emaar Group – Dubai
- Aldar
- Abu Dhabi Water and Electricity company
- Abu Dhabi National Oil company
- Dubai Electricity and Water company
- Kahramaa (Qatar general electric and water company)
- Exxon Mobil – Qatar
- WJ Towell (Oman)
- Oman Ministry of Electricity
- Oman Oil Company
- Petronas (Malaysia)
- SCOMI (Malaysia)

43. The Quanta Defendants including Colson knew that they could not perform on many of the potential contracts and business opportunities that Devaney developed, did not commit the time and resources necessary to perform on negotiations and opportunities that they encouraged Devaney to seek and open, and knew or should have known that their actions would cause significant actual damages and interference with Devaney's business relationships.

44. Defendants were aware of Devaney's unique business relationships. Defendants intended, knew or should have known that their actions would damage and disrupt those relationships. Devaney's damages arose or were connected to Defendants wrongful conduct through fraud, misrepresentation, undue economic pressure, violation of state and federal

procurement statutes and other sufficiently oppressive actions causing Devaney's relationships to be disrupted.

45. Defendants' tortious interference with business relations and business disparagement of Devaney proximately caused actual damages to Devaney.

V. QUANTUM MERUIT

46. All preceding allegations are incorporated herein by reference.

47. In the addition to and/or in the alternative to Defendants' wrongful conduct as set out above, Defendants knowingly accepted valuable services from Devaney that required equitable compensation. Devaney provided the fundamental expertise and instruction for the Defendants that generated significant revenue and put them in a position to generate much more. Quanta and Colson profited and continue to profit from Devaney's unique skills and business contacts. Such compensation, benefits and interests were wrongfully withheld from Devaney and, instead, were used for the sole benefit and enrichment of the Colson and Quanta.

VI. UNJUST ENRICHMENT

48. All preceding allegations are incorporated herein by reference.

49. By virtue of the schemes and other conduct resulting in the nonpayment of promised compensation, benefits and interests, as described above, Defendants have unjustly enriched themselves at the expense of Devaney, causing significant damages.

**VII.
DEMAND FOR ACCOUNTING**

50. All preceding allegations are incorporated herein by reference.

51. The Quanta Defendants including Colson breached their duties of loyalty, utmost good faith, fairness, and honesty in dealings with Devaney on matters integral to their venture and companies. The alleged unlawful conversion, transfer and cross dealings by the Quanta Defendants indicate a pattern of fraudulent transactions spanning the life of the relationship with Devaney. Due to the inherent complexity of determining the value of Devaney's damages including his interest in the companies that he was empowered to organize and operate, an accounting is mandated under Texas law. Devaney requests that the Court order Defendants to submit to an accounting as plead herein. Devaney seeks an accounting of all venture and/or company funds and property beginning as of December 31, 2004 and continuing through 2012.

**VIII.
DAMAGES AS TO ALL DEFENDANTS**

and

EXEMPLARY/PUNITIVE DAMAGES

52. All preceding allegations are incorporated herein by reference.

53. The breaches and wrongful acts and omissions of Defendants complained of above proximately caused damages to Devaney, and Trident Ventures, in an amount well in excess of the minimum jurisdictional limits of this Court.

54. Defendants' conduct as described above was intentional, and it was calculated to cause, and has caused, harm to Devaney. By their intentional misrepresentations and concealment when they were under a duty to disclose, Defendants' conduct was fraudulent and/or malicious, and it was designed in whole or in part to enrich themselves or their affiliates

at the expense of Devaney. Accordingly, Devaney is entitled to recover punitive/exemplary damages from Defendants, for which he now sues.

REQUEST FOR JURY TRIAL

55. Devaney requests a jury trial pursuant to TEX. R. CIV. P. 216, and has tendered the jury fee contemporaneously with the filing of this lawsuit.

REQUESTS FOR DISCLOSURES

56. Pursuant to TEX. R. CIV. P. 194, Plaintiffs request that Defendants Quanta Services, Inc., Quanta Government Solutions, Inc., Quanta Government Services, Inc., Quanta International Limited and John R. Colson disclose the information or material required by Rule 194.2 (a) through (l).

PRAYER

WHEREFORE, Plaintiffs Patrick O. Devaney, II and Trident Ventures, Inc. pray that, upon trial, the Court grant all relief herein prayed for, including Judgment against Defendants Quanta Services, Inc., Quanta Government Solutions, Inc., Quanta Government Services, Inc., Quanta International Limited and John R. Colson, jointly and severally, for damages in excess of the Court's jurisdictional minimum, pre-judgment and post-judgment interest at the highest legal

rate, reasonable attorneys' fees, and for all other relief to which Plaintiffs may show themselves
justly entitled.

Respectfully submitted,

DE LEON LAW FIRM

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**ATTORNEYS FOR PLAINTIFFS PATRICK O.
DEVANEY, II AND TRIDENT VENTURES, INC.**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this December 31, 2012

Certified Document Number: 54313933 Total Pages: 20

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CONSTABLE'S RETURN

Came to hand on the 01 day of JANUARY, A.D. 20 13, at 3¹⁵ o'clock A M.,
 and executed in Harris County, Texas, by delivering to each of the within named defendant, in person, a true copy this Writ/
 Citation Plaintiff's Original Petition & Request for Accounting
 at the following times and places, to wit:

NAME	DATE			TIME			ADDRESS OF SERVICE
	Month	Day	Year	Hour	Min	-M	
<u>Colson John R</u>							

ATTEMPTED SERVICE

Atte

On the Del to 4019 Southwestern, Houston Tx 77005

DATE	TIME	REMARKS
<u>11/03/13</u>	<u>6:00 PM</u>	<u>Had Address Vacant House -</u> <u>Transfer to Puts for service @ 106 N. Wynden Estates Ct.</u> <u>77050, Houston TX</u>

FEES - Serving

cop

Chris Darrin
District Clerk

FILED

Alan Rosen

JAN 15 2013

Constable, Precinct No. 1, Harris County, Texas

11-185-501 - R.

Time:

Barry
Harris County, Texas

By

Ramona

Deputy



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
this March 25, 2014

Certified Document Number: 54471765 Total Pages: 24

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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2012-75663

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Tina D. Smith</u> C. Date of Delivery <u>1/2/13</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Quanta Services Inc (d/b/a Quanta Services Inc)</p> <p>By serving through its registered agent</p> <p>Corporation Service Company</p> <p>211 E. 7th Street, Suite 620</p> <p>Austin, Texas 78701</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number</p> <p>(Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>2012-75663 333 RD COURT</p>		<p>7011 2970 0004 1188 0719</p>	
<p>US Form 3811, February 2004</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

FILED

Chris Daniel
District Clerk

JAN 22 2013

Time: _____
Harris County, Texas

By _____
Deputy



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this March 25, 2014

Certified Document Number: 54499724 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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